

March 28, 2002

Via Hand Delivery

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

RECORDATION NO. 23267-B FILED

MAR 28 '02 12-53 PM

^{TS}
SURFACE TRANSPORTATION BOARD

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document not previously recorded. This document is entitled Amended and Restated Security Agreement (Railcars (E-2)) (the "Amended Security Agreement") dated as of March 28, 2002, by and between State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of the EIDP Statutory Trust—2000, a Connecticut statutory trust (the "Debtor"), and Citicorp USA, Inc., as agent for the Note Holders and Certificate Holders (and their successors and assigns) under that certain Second Amended and Restated Participation Agreement dated as of March 28, 2002 (the "Secured Party").

The names and addresses of the parties to the enclosed document are as follows:

DEBTOR: **State Street Bank and Trust Company of
Connecticut, National Association, not in
its individual capacity but solely as Trustee
of EIDP Statutory Trust-2000**
225 Asylum Street, Goodwin Square
Hartford, CT 06103

SECURED
PARTY: **Citicorp USA, Inc.**
30 Rockefeller Plaza
New York, NY 10112

Previously, the Debtor and Secured Party entered into that certain Security Agreement recorded with the Board on December 21, 2000, under Recordation No. 23267, covering 729 railcars (513 covered hopper cars and 216 tank cars), as more particularly described in Schedule A to such Security Agreement, and the accessories or equipment belonging to, or installed in or appurtenant to such railcars, and all manuals and technical records and other records, logs, technical data and other documents relating thereto. Also previously, by that certain Partial Release, dated June 21, 2001, the Secured Party released from the coverage of the Security Agreement, 274 covered hopper railcars, as more particularly described in Schedule A thereto. The Security Agreement remained in full force and effect in all other respects as to remaining railcars covered thereby. The said Partial Release was assigned Recordation No. 23267-A by the Board on June 21, 2001.

Honorable Vernon A. Williams
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Also previously, on December 20, 2001, a cross index reference was placed in the Board's records under Recordation No. 23267-B, to reference the related filing under Recordation No. 23266-B of that certain Amendment/Extension of Term—Railcars dated December 20, 2001, by and among the Secured Party, the Debtor and other parties thereto.

By this Amended Security Agreement, the parties intend to amend and extend the term of the Security Agreement under the terms and conditions stated in the Amended Security Agreement.

We believe that the Amended Security Agreement should be assigned Recordation No. 23267-B.

A short summary of the Amended Security Agreement to appear in the STB Index is as follows:

Amended and Restated Security Agreement, dated as of March 28, 2002, by and between State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of the EIDP Statutory Trust—2000, the Debtor, and Citicorp USA, Inc., as Agent, the Secured Party, amending and restating that certain Security Agreement dated December 21, 2000.

The railcars covered by the Amended Security Agreement are described as follows:

455 railcars (239 covered hopper cars and 216 tank cars) bearing identification marks and numbers: DUPX 38601-38619, 38704-38810, 39008-39024, 39026-39053, 39055-39122, and 80034-80249, all inclusive.

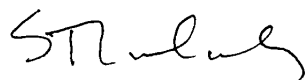
Enclosed is a remittance in the amount of \$28.00 for the required recording fee.

In connection with this filing, it should also be noted that, pursuant to that certain Memorandum of Amended and Restated Equipment Lease and Amended and Restated Equipment Lease Supplement No. 2, dated as of March 28, 2002, between State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of EIDP Statutory Trust-2000 (the "Lessor") and E. I. du Pont de Nemours and Company (the "Lessee"), which is being recorded concurrently herewith under Recordation No. 23266-C, the Lessor is amending and restating that certain lease of railcars and supplement thereto evidenced by the Memorandum of Equipment Lease and Equipment Lease Supplement No. 2, dated as of December 21, 2000, previously recorded with the Board as a primary document under Recordation No. 23266.

Honorable Vernon A. Williams
Secretary, STB
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Once the filing has been made, please return to bearer the stamped counterparts not needed for your files, together with the fee receipt, and the letter from the Secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



Stephen T. Lovelady

Enclosures
133712

Exhibit A

I. Description of the Equipment

455 railcars (239 covered hopper cars and 216 tank cars) as more particularly described below and accessories or equipment belonging to, or installed in or appurtenant to such railcars, and all manuals and technical records and other records, logs, technical data and other documents relating thereto.

239 covered hopper cars with the following car numbers:

DUPX 38601	DUPX 38716	DUPX 38748	DUPX 38780
DUPX 38602	DUPX 38717	DUPX 38749	DUPX 38781
DUPX 38603	DUPX 38718	DUPX 38750	DUPX 38782
DUPX 38604	DUPX 38719	DUPX 38751	DUPX 38783
DUPX 38605	DUPX 38720	DUPX 38752	DUPX 38784
DUPX 38606	DUPX 38721	DUPX 38753	DUPX 38785
DUPX 38607	DUPX 38722	DUPX 38754	DUPX 38786
DUPX 38608	DUPX 38723	DUPX 38755	DUPX 38787
DUPX 38609	DUPX 38724	DUPX 38756	DUPX 38788
DUPX 38610	DUPX 38725	DUPX 38757	DUPX 38789
DUPX 38611	DUPX 38726	DUPX 38758	DUPX 38790
DUPX 38612	DUPX 38727	DUPX 38759	DUPX 38791
DUPX 38613	DUPX 38728	DUPX 38760	DUPX 38792
DUPX 38614	DUPX 38729	DUPX 38761	DUPX 38793
DUPX 38615	DUPX 38730	DUPX 38762	DUPX 38794
DUPX 38616	DUPX 38731	DUPX 38763	DUPX 38795
DUPX 38617	DUPX 38732	DUPX 38764	DUPX 38796
DUPX 38618	DUPX 38733	DUPX 38765	DUPX 38797
DUPX 38619	DUPX 38734	DUPX 38766	DUPX 38798
DUPX 38704	DUPX 38735	DUPX 38767	DUPX 38799
DUPX 38705	DUPX 38736	DUPX 38768	DUPX 38800
DUPX 38706	DUPX 38737	DUPX 38769	DUPX 38801
DUPX 38707	DUPX 38738	DUPX 38770	DUPX 38802
DUPX 38708	DUPX 38739	DUPX 38771	DUPX 38803
DUPX 38709	DUPX 38740	DUPX 38772	DUPX 38804
DUPX 38710	DUPX 38741	DUPX 38773	DUPX 38805
DUPX 38711	DUPX 38742	DUPX 38774	DUPX 38806
DUPX 38712	DUPX 38743	DUPX 38775	DUPX 38807
DUPX 38713	DUPX 38744	DUPX 38776	DUPX 38808
DUPX 38714	DUPX 38745	DUPX 38777	DUPX 38809
DUPX 38715	DUPX 38746	DUPX 38778	DUPX 38810
	DUPX 38747	DUPX 38779	DUPX 39008

DUPX 39009	DUPX 39055	DUPX 39099
DUPX 39010	DUPX 39056	DUPX 39100
DUPX 39011	DUPX 39057	DUPX 39101
DUPX 39012	DUPX 39058	DUPX 39102
DUPX 39013	DUPX 39059	DUPX 39103
DUPX 39014	DUPX 39060	DUPX 39104
DUPX 39015	DUPX 39061	DUPX 39105
DUPX 39016	DUPX 39062	DUPX 39106
DUPX 39017	DUPX 39063	DUPX 39107
DUPX 39018	DUPX 39064	DUPX 39108
DUPX 39019	DUPX 39065	DUPX 39109
DUPX 39020	DUPX 39066	DUPX 39110
DUPX 39021	DUPX 39067	DUPX 39111
DUPX 39022	DUPX 39068	DUPX 39112
DUPX 39023	DUPX 39069	DUPX 39113
DUPX 39024	DUPX 39070	DUPX 39114
DUPX 39026	DUPX 39071	DUPX 39115
DUPX 39027	DUPX 39072	DUPX 39116
DUPX 39028	DUPX 39073	DUPX 39117
DUPX 39029	DUPX 39074	DUPX 39118
DUPX 39030	DUPX 39075	DUPX 39119
DUPX 39031	DUPX 39076	DUPX 39120
DUPX 39032	DUPX 39077	DUPX 39121
DUPX 39033	DUPX 39078	DUPX 39122
DUPX 39034	DUPX 39079	
DUPX 39035	DUPX 39080	
DUPX 39036	DUPX 39081	
DUPX 39037	DUPX 39082	
DUPX 39038	DUPX 39083	
DUPX 39039	DUPX 39084	
DUPX 39040	DUPX 39085	
DUPX 39041	DUPX 39086	
DUPX 39042	DUPX 39087	
DUPX 39043	DUPX 39088	
DUPX 39044	DUPX 39089	
DUPX 39045	DUPX 39090	
DUPX 39046	DUPX 39091	
DUPX 39047	DUPX 39092	
DUPX 39048	DUPX 39093	
DUPX 39049	DUPX 39094	
DUPX 39050	DUPX 39095	
DUPX 39051	DUPX 39096	
DUPX 39052	DUPX 39097	
DUPX 39053	DUPX 39098	

216 tank cars
with the

following car
numbers:

DUPX 80034	DUPX 80074	DUPX 80116	DUPX 80158
DUPX 80035	DUPX 80075	DUPX 80117	DUPX 80159
DUPX 80036	DUPX 80076	DUPX 80118	DUPX 80160
DUPX 80037	DUPX 80077	DUPX 80119	DUPX 80161
DUPX 80038	DUPX 80078	DUPX 80120	DUPX 80162
DUPX 80039	DUPX 80079	DUPX 80121	DUPX 80163
DUPX 80040	DUPX 80080	DUPX 80122	DUPX 80164
DUPX 80041	DUPX 80081	DUPX 80123	DUPX 80165
DUPX 80042	DUPX 80082	DUPX 80124	DUPX 80166
DUPX 80043	DUPX 80083	DUPX 80125	DUPX 80167
DUPX 80044	DUPX 80084	DUPX 80126	DUPX 80168
DUPX 80045	DUPX 80085	DUPX 80127	DUPX 80169
DUPX 80046	DUPX 80086	DUPX 80128	DUPX 80170
DUPX 80047	DUPX 80087	DUPX 80129	DUPX 80171
DUPX 80048	DUPX 80088	DUPX 80130	DUPX 80172
DUPX 80049	DUPX 80089	DUPX 80131	DUPX 80173
DUPX 80050	DUPX 80090	DUPX 80132	DUPX 80174
DUPX 80051	DUPX 80091	DUPX 80133	DUPX 80175
DUPX 80052	DUPX 80092	DUPX 80134	DUPX 80176
DUPX 80053	DUPX 80093	DUPX 80135	DUPX 80177
DUPX 80054	DUPX 80094	DUPX 80136	DUPX 80178
DUPX 80055	DUPX 80095	DUPX 80137	DUPX 80179
DUPX 80056	DUPX 80096	DUPX 80138	DUPX 80180
DUPX 80057	DUPX 80097	DUPX 80139	DUPX 80181
DUPX 80058	DUPX 80098	DUPX 80140	DUPX 80182
DUPX 80059	DUPX 80099	DUPX 80141	DUPX 80183
DUPX 80060	DUPX 80100	DUPX 80142	DUPX 80184
DUPX 80061	DUPX 80101	DUPX 80143	DUPX 80185
DUPX 80062	DUPX 80102	DUPX 80144	DUPX 80186
DUPX 80063	DUPX 80103	DUPX 80145	DUPX 80187
DUPX 80064	DUPX 80104	DUPX 80146	DUPX 80188
DUPX 80065	DUPX 80105	DUPX 80147	DUPX 80189
DUPX 80066	DUPX 80106	DUPX 80148	DUPX 80190
DUPX 80067	DUPX 80107	DUPX 80149	DUPX 80191
DUPX 80068	DUPX 80108	DUPX 80150	DUPX 80192
DUPX 80069	DUPX 80109	DUPX 80151	DUPX 80193
DUPX 80070	DUPX 80110	DUPX 80152	DUPX 80194
DUPX 80071	DUPX 80111	DUPX 80153	DUPX 80195
DUPX 80072	DUPX 80112	DUPX 80154	DUPX 80196
DUPX 80073	DUPX 80113	DUPX 80155	DUPX 80197
	DUPX 80114	DUPX 80156	DUPX 80198
	DUPX 80115	DUPX 80157	DUPX 80199

DUPX 80200	DUPX 80213	DUPX 80226	DUPX 80239
DUPX 80201	DUPX 80214	DUPX 80227	DUPX 80240
DUPX 80202	DUPX 80215	DUPX 80228	DUPX 80241
DUPX 80203	DUPX 80216	DUPX 80229	DUPX 80242
DUPX 80204	DUPX 80217	DUPX 80230	DUPX 80243
DUPX 80205	DUPX 80218	DUPX 80231	DUPX 80244
DUPX 80206	DUPX 80219	DUPX 80232	DUPX 80245
DUPX 80207	DUPX 80220	DUPX 80233	DUPX 80246
DUPX 80208	DUPX 80221	DUPX 80234	DUPX 80247
DUPX 80209	DUPX 80222	DUPX 80235	DUPX 80248
DUPX 80210	DUPX 80223	DUPX 80236	DUPX 80249
DUPX 80211	DUPX 80224	DUPX 80237	
DUPX 80212	DUPX 80225	DUPX 80238	

RECORDATION NO. 23267-B FILED

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SURFACE TRANSPORTATION BOARD

AMENDED AND RESTATED SECURITY AGREEMENT
(Railcars (E-2))

dated as of March 28, 2002

between

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Trustee of the EIDP Statutory Trust - 2000,

and

CITICORP USA, INC.
as Agent

AMENDED AND RESTATED SECURITY AGREEMENT
(Railcars (E-2))

This AMENDED AND RESTATED SECURITY AGREEMENT is dated as of March 28, 2002 (the "Security Agreement") and is entered into by and between STATE STREET BANK TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee of the EIDP Statutory Trust - 2000 under the Second Amended and Restated Declaration of Trust (EIDP Statutory Trust - 2000) (as the same may be amended from time to time, the "Trust Agreement") dated as of March 28, 2002 (together with any successor trustee under the Trust Agreement, the "Trustee") and CITICORP USA, INC. as agent (the "Agent") for the Note and Certificate Holders (and their successors and assigns) under the Participation Agreement referred to below (collectively, the "Holders").

WITNESSETH:

WHEREAS, the Trustee, the Holders and the Agent are, among others, parties to a Second Amended and Restated Participation Agreement dated as of March 28, 2002 (as the same may be amended, supplemented or otherwise modified from time to time, the "Participation Agreement"); and

WHEREAS, it is a condition precedent to each Acquisition Date for each Class of Equipment that the Trustee shall have granted the security interests contemplated by this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Holders to make Advances and Investments and otherwise perform their obligations under the Participation Agreement in connection with any Class of Equipment to be funded on an Acquisition Date, the Trustee hereby agrees with the Agent for the benefit of the Holders as follows:

SECTION 1. Definitions

1.1 Certain Defined Terms. Capitalized terms used herein and not otherwise defined herein have the respective meanings provided for such terms in the Participation Agreement. The following terms, as used herein, have the meanings set forth below:

"Collateral" means:

- (i) all equipment and related personal property as more fully described on ***Schedule A*** attached hereto (for purpose of this Security Agreement, the "Equipment"); and
- (ii) all proceeds of any of such Equipment.

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"UCC" means the Uniform Commercial Code of the State of New York, as amended from time to time, and any successor statute; provided that if by reason of mandatory provisions of Law, the perfection or the effect of perfection or non-perfection of the security interests in the Collateral is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such jurisdiction for purposes of the provision hereof relating to such perfection or effect of perfection or non-perfection.

1.2 Other Definition Provisions. For purposes of this Security Agreement, all other terms not otherwise defined shall, unless the context indicates otherwise, have the meanings assigned to such terms in accordance with the applicable definition therefor (if any) contained in the UCC. All references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations.

SECTION 2. Grant of Security Interests

In order to secure to the Agent (for the benefit of the Holders) the prompt, full and faithful performance of the Trustee's obligations under the Series of Notes and Certificates corresponding to the Equipment, the Trustee hereby grants to the Agent (for the benefit of the Holders) a continuing lien on and security interest in and to all of its right, title and interest in the Collateral.

SECTION 3. Filings

An executed counterpart of this Security Agreement shall be filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301.

SECTION 4. Covenants

4.1 Other Documents and Actions. The Trustee shall, from time to time, at its sole expense, (1) promptly execute and/or deliver all further instruments, documents, notices, assignments and consents and other written matter (in each case in form and substance reasonably satisfactory to the Agent) and (2) promptly take all further action that may be necessary or desirable, or that the Agent may request, in order to perfect, maintain and protect any security interest granted or purported to be granted hereby or by the other Operative Documents. Without limiting the generality of the foregoing, the Trustee shall execute and file, record or register such Uniform Commercial Code financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Agent may request, in order to perfect and preserve the security interests granted or purported to be granted hereby or by the other Operative Documents.

4.2 Agent Authorized. The Trustee hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, and other instruments required by Law for the perfection and continuation of the security interest

granted hereby, relating to the Collateral without the signature of the Trustee where permitted by Law.

SECTION 5. Representations and Warranties.

The Trustee represents and warrants to the Agent and each of the Holders that:

5.1 The Trustee holds the Collateral free and clear of any Liens created by it, except for Liens under this Agreement and the other Operative Documents. No security agreement, financing statement, assignment, equivalent security or lien instrument, or continuation statement covering all or any part of the Collateral signed by or on behalf of the Trustee is on file or of record in any public office, except for any filed pursuant to this Agreement or the other Operative Documents.

5.2 The Trustee's principal place of business and chief executive office and the place where its records concerning the Collateral are kept is in Hartford, Connecticut.

SECTION 6. Agent Appointed Attorney-in-Fact

The Trustee hereby irrevocably appoints the Agent as the true and lawful attorney-in-fact of the Trustee, with full authority and power in the place and stead of the Trustee and in the name of the Trustee, the Agent or otherwise, from time to time in the Agent's discretion from and after the occurrence and during the continuance of an Event of Default, and at such time or times thereafter as the Agent may in its sole discretion determine, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement; provided, that, the Agent shall, within a reasonable time after or, if practicable, before taking such action, provide notice of such action to the Trustee.

The Trustee hereby ratifies and approves all acts of such attorney-in-fact made or taken pursuant to this Section 5. Neither the Agent nor any Person designated by the Agent shall be liable for any acts or omissions or for any error of judgment or mistake of fact or Law, other than the Agent's or such Person's gross negligence or willful misconduct. The powers granted herein, being coupled with an interest, are irrevocable so long as this Security Agreement shall remain in force.

SECTION 7. Remedies

If any Event of Default shall have occurred and be continuing, the Agent, in its sole and absolute discretion, may exercise with respect to the Collateral, in addition to all other rights and remedies provided for herein or in the other Operative Documents or otherwise available to it, all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or any other applicable Law.

SECTION 8. Application of Proceeds

Upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale of, or other realization upon, of the Collateral, shall be applied in accordance with Article VII of the Participation Agreement.

SECTION 9. Waivers

Except as may be otherwise specifically provided herein or in any other agreement between the Agent and the Trustee which may be applicable, the Trustee waives any right, to the extent applicable Law permits, to receive prior notice of or a judicial or other hearing with respect to any action, prejudgment remedy or proceeding by the Agent with respect to the Collateral where such action is permitted under the terms of this Security Agreement, any other Operative Document or by applicable Law, or of the time, place or terms of sale in connection with the exercise of the Agent's rights hereunder. This waiver and all other waivers provided for in this Security Agreement and the other Operative Documents have been negotiated by the parties hereto and thereto and the Trustee acknowledges that it has been represented by counsel of its own choice and has consulted such counsel with respect to its rights hereunder and thereunder.

SECTION 10. Termination of Security Interests

This Security Agreement, and all obligations of the Trustee hereunder, shall terminate in accordance with the provisions of the Participation Agreement and the other Operative Documents.

SECTION 11. Notices

All notices, approvals, requests, demands and other communications required or permitted to be given hereunder shall be given (and shall be effective) in accordance with Section 10.02 of the Participation Agreement.

SECTION 12. Successors and Assigns

This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 13. Amendments

Any amendment, modification, termination or waiver of any provision of this Security Agreement, or consent to any departure by the Trustee therefrom, shall comply with Section 10.04 of the Participation Agreement.

SECTION 14. Applicable Law

THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING THE CREATION, TERMS AND PROVISIONS OF THE INDEBTEDNESS EVIDENCED HEREBY) WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW GENERAL OBLIGATIONS LAW).

SECTION 15. Failure or Indulgence Not Waiver;
Remedies Cumulative

No failure or delay on the part of the Agent or any Holder in the exercise of any power, right or privilege under this Security Agreement, the Participation Agreement or the other Operative Documents and no course of dealing with respect thereto shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or any other right, power or privilege. All rights and remedies existing under this Security Agreement, the Participation Agreement or the other Operative Documents may be exercised singly or concurrently and are cumulative to, and not exclusive of, any rights or remedies provided by Law or otherwise available.

SECTION 16. Headings

All headings contained in this Security Agreement are included herein for convenience of reference only and shall not constitute a part of this Security Agreement for any other purpose or be given any substantive effect.

SECTION 17. Severability

The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Security Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Security Agreement or of such provision or obligation in any other jurisdiction.

SECTION 18. Counterparts

This Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by the different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

SECTION 19. The Trustee

Except for SSBTC's liability for its own gross negligence and willful misconduct and as otherwise provided in the Operative Documents, it is expressly understood and agreed by the parties hereto that (a) this Security Agreement is executed and delivered by SSBTC, not in its individual capacity but solely as Trustee of the EIDP Statutory Trust - 2000 under the Trust Agreement, in the exercise of the powers and authority conferred and vested in it as the Trustee, (b) each of the undertakings and agreements herein made on the part of the Trustee is made and intended not as a personal representation, undertaking and agreement by SSBTC but is made and intended for the purpose of binding only the Trust Estate created by the Trust Agreement, (c) nothing herein contained shall be construed as creating any liability on SSBTC, individually or personally, to perform any obligation of the Trustee, either expressed or implied, contained herein or in the Operative Documents, all such liability, if any, being expressly waived by the parties to this Security Agreement and by any Person claiming by, through or under the parties to this Security Agreement and (d) under no circumstances shall SSBTC be personally liable for the payment of any indebtedness or expenses of the Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee under this Security Agreement or the other Operative Documents.

IN WITNESS WHEREOF, this Security Agreement has been duly executed
as of the date and year first above written.

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Trustee

By: Deborah A. Abrah
Name:
Title:

CITICORP USA, INC.,
as Agent

By: _____
Name:
Title:

STATE OF MA)
COUNTY OF Suffolk)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Deborah A. Thorkim, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the Assistant Secretary of State Street Bank and Trust Company of Connecticut, National Association, the trustee of EIDP Statutory Trust - 2000, a Connecticut statutory trust, as Trustee, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the Trustee by himself/herself as such Assistant Secretary.

Witness my hand and seal, at office, this 28th day of March, 2002.

Notary Public

My Commission Expires Elaine H. Dam
Notary Public
My Commission Expires January 31, 2008

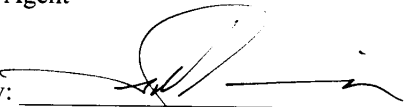
Elaine H. Dam

IN WITNESS WHEREOF, this Security Agreement has been duly executed
as of the date and year first above written.

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Trustee

By: _____
Name:
Title:

CITICORP USA, INC.,
as Agent

By:  _____
Name: James N. Simpson
Title: Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared James N. Simpson, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Vice President of Citicorp USA, Inc., as Agent, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the Agent by himself as such Vice President.

Witness my hand and seal, at office, this 28th day of March, 2002.



Notary Public

My Commission Expires:

GERED C. DOHERTY
Notary Public, State of New York
No. 01-DO6067308
Qualified in New York County
Commission Expires DECEMBER 10, 2005

Schedule A

I. Description of the Equipment

455 railcars (239 covered hopper cars and 216 tank cars) as more particularly described below and accessories or equipment belonging to, or installed in or appurtenant to such railcars, and all manuals and technical records and other records, logs, technical data and other documents relating thereto.

239 covered hopper cars with the following car numbers:

	DUPX 38718	DUPX 38752	DUPX 38786
DUPX 38601	DUPX 38719	DUPX 38753	DUPX 38787
DUPX 38602	DUPX 38720	DUPX 38754	DUPX 38788
DUPX 38603	DUPX 38721	DUPX 38755	DUPX 38789
DUPX 38604	DUPX 38722	DUPX 38756	DUPX 38790
DUPX 38605	DUPX 38723	DUPX 38757	DUPX 38791
DUPX 38606	DUPX 38724	DUPX 38758	DUPX 38792
DUPX 38607	DUPX 38725	DUPX 38759	DUPX 38793
DUPX 38608	DUPX 38726	DUPX 38760	DUPX 38794
DUPX 38609	DUPX 38727	DUPX 38761	DUPX 38795
DUPX 38610	DUPX 38728	DUPX 38762	DUPX 38796
DUPX 38611	DUPX 38729	DUPX 38763	DUPX 38797
DUPX 38612	DUPX 38730	DUPX 38764	DUPX 38798
DUPX 38613	DUPX 38731	DUPX 38765	DUPX 38799
DUPX 38614	DUPX 38732	DUPX 38766	DUPX 38800
DUPX 38615	DUPX 38733	DUPX 38767	DUPX 38801
DUPX 38616	DUPX 38734	DUPX 38768	DUPX 38802
DUPX 38617	DUPX 38735	DUPX 38769	DUPX 38803
DUPX 38618	DUPX 38736	DUPX 38770	DUPX 38804
DUPX 38619	DUPX 38737	DUPX 38771	DUPX 38805
DUPX 38704	DUPX 38738	DUPX 38772	DUPX 38806
DUPX 38705	DUPX 38739	DUPX 38773	DUPX 38807
DUPX 38706	DUPX 38740	DUPX 38774	DUPX 38808
DUPX 38707	DUPX 38741	DUPX 38775	DUPX 38809
DUPX 38708	DUPX 38742	DUPX 38776	DUPX 38810
DUPX 38709	DUPX 38743	DUPX 38777	DUPX 39008
DUPX 38710	DUPX 38744	DUPX 38778	DUPX 39009
DUPX 38711	DUPX 38745	DUPX 38779	DUPX 39010
DUPX 38712	DUPX 38746	DUPX 38780	DUPX 39011
DUPX 38713	DUPX 38747	DUPX 38781	DUPX 39012
DUPX 38714	DUPX 38748	DUPX 38782	DUPX 39013
DUPX 38715	DUPX 38749	DUPX 38783	DUPX 39014
DUPX 38716	DUPX 38750	DUPX 38784	DUPX 39015
DUPX 38717	DUPX 38751	DUPX 38785	DUPX 39016

DUPX 39017	DUPX 39063	DUPX 39107
DUPX 39018	DUPX 39064	DUPX 39108
DUPX 39019	DUPX 39065	DUPX 39109
DUPX 39020	DUPX 39066	DUPX 39110
DUPX 39021	DUPX 39067	DUPX 39111
DUPX 39022	DUPX 39068	DUPX 39112
DUPX 39023	DUPX 39069	DUPX 39113
DUPX 39024	DUPX 39070	DUPX 39114
DUPX 39026	DUPX 39071	DUPX 39115
DUPX 39027	DUPX 39072	DUPX 39116
DUPX 39028	DUPX 39073	DUPX 39117
DUPX 39029	DUPX 39074	DUPX 39118
DUPX 39030	DUPX 39075	DUPX 39119
DUPX 39031	DUPX 39076	DUPX 39120
DUPX 39032	DUPX 39077	DUPX 39121
DUPX 39033	DUPX 39078	DUPX 39122
DUPX 39034	DUPX 39079	
DUPX 39035	DUPX 39080	
DUPX 39036	DUPX 39081	
DUPX 39037	DUPX 39082	
DUPX 39038	DUPX 39083	
DUPX 39039	DUPX 39084	
DUPX 39040	DUPX 39085	
DUPX 39041	DUPX 39086	
DUPX 39042	DUPX 39087	
DUPX 39043	DUPX 39088	
DUPX 39044	DUPX 39089	
DUPX 39045	DUPX 39090	
DUPX 39046	DUPX 39091	
DUPX 39047	DUPX 39092	
DUPX 39048	DUPX 39093	
DUPX 39049	DUPX 39094	
DUPX 39050	DUPX 39095	
DUPX 39051	DUPX 39096	
DUPX 39052	DUPX 39097	
DUPX 39053	DUPX 39098	
DUPX 39055	DUPX 39099	
DUPX 39056	DUPX 39100	
DUPX 39057	DUPX 39101	
DUPX 39058	DUPX 39102	
DUPX 39059	DUPX 39103	
DUPX 39060	DUPX 39104	
DUPX 39061	DUPX 39105	
DUPX 39062	DUPX 39106	

216 tank cars
with the

following car
numbers:

DUPX 80034	DUPX 80074	DUPX 80116	DUPX 80158
DUPX 80035	DUPX 80075	DUPX 80117	DUPX 80159
DUPX 80036	DUPX 80076	DUPX 80118	DUPX 80160
DUPX 80037	DUPX 80077	DUPX 80119	DUPX 80161
DUPX 80038	DUPX 80078	DUPX 80120	DUPX 80162
DUPX 80039	DUPX 80079	DUPX 80121	DUPX 80163
DUPX 80040	DUPX 80080	DUPX 80122	DUPX 80164
DUPX 80041	DUPX 80081	DUPX 80123	DUPX 80165
DUPX 80042	DUPX 80082	DUPX 80124	DUPX 80166
DUPX 80043	DUPX 80083	DUPX 80125	DUPX 80167
DUPX 80044	DUPX 80084	DUPX 80126	DUPX 80168
DUPX 80045	DUPX 80085	DUPX 80127	DUPX 80169
DUPX 80046	DUPX 80086	DUPX 80128	DUPX 80170
DUPX 80047	DUPX 80087	DUPX 80129	DUPX 80171
DUPX 80048	DUPX 80088	DUPX 80130	DUPX 80172
DUPX 80049	DUPX 80089	DUPX 80131	DUPX 80173
DUPX 80050	DUPX 80090	DUPX 80132	DUPX 80174
DUPX 80051	DUPX 80091	DUPX 80133	DUPX 80175
DUPX 80052	DUPX 80092	DUPX 80134	DUPX 80176
DUPX 80053	DUPX 80093	DUPX 80135	DUPX 80177
DUPX 80054	DUPX 80094	DUPX 80136	DUPX 80178
DUPX 80055	DUPX 80095	DUPX 80137	DUPX 80179
DUPX 80056	DUPX 80096	DUPX 80138	DUPX 80180
DUPX 80057	DUPX 80097	DUPX 80139	DUPX 80181
DUPX 80058	DUPX 80098	DUPX 80140	DUPX 80182
DUPX 80059	DUPX 80099	DUPX 80141	DUPX 80183
DUPX 80060	DUPX 80100	DUPX 80142	DUPX 80184
DUPX 80061	DUPX 80101	DUPX 80143	DUPX 80185
DUPX 80062	DUPX 80102	DUPX 80144	DUPX 80186
DUPX 80063	DUPX 80103	DUPX 80145	DUPX 80187
DUPX 80064	DUPX 80104	DUPX 80146	DUPX 80188
DUPX 80065	DUPX 80105	DUPX 80147	DUPX 80189
DUPX 80066	DUPX 80106	DUPX 80148	DUPX 80190
DUPX 80067	DUPX 80107	DUPX 80149	DUPX 80191
DUPX 80068	DUPX 80108	DUPX 80150	DUPX 80192
DUPX 80069	DUPX 80109	DUPX 80151	DUPX 80193
DUPX 80070	DUPX 80110	DUPX 80152	DUPX 80194
DUPX 80071	DUPX 80111	DUPX 80153	DUPX 80195
DUPX 80072	DUPX 80112	DUPX 80154	DUPX 80196
DUPX 80073	DUPX 80113	DUPX 80155	DUPX 80197
	DUPX 80114	DUPX 80156	DUPX 80198
	DUPX 80115	DUPX 80157	DUPX 80199

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